

## EXHIBIT L

### Commercially Sensitive Information Policies and Procedures

In accordance with the Operating Agreement of The Alaska Wireless Network, LLC (the "Company"), dated as of \_\_\_\_\_, 20\_\_ (the "Agreement"), the Company, the Initial GCI Member and its Affiliates (including GCI), and the Initial ACS Member and its Affiliates (including ACS), collectively referred to in this Schedule as the "Parties," adopt and agree to enforce the Policies and Procedures (the "Policies") set forth below to govern the handling of Commercially Sensitive Information (as defined below). Capitalized terms used but not separately defined in this Exhibit shall have the meanings assigned to them in the Agreement.

#### 1. Introduction:

A. As more fully set forth in Section 2.1 of the Agreement, the business of the Company concerns, in pertinent part, the engineering, operation, and maintenance of competitive Wireless network(s) in Alaska, the design and implementation of competitive plans for the provision of Wireless products and services in Alaska, and the provision of competitive Wireless Backhaul and Transport services and roaming services to carriers serving Alaska subscribers and roamers (collectively, the "Company Services").

B. ACS and GCI will (a) market the Company's Wireless products and services in competition with each other and with other providers of Wireless products and services in Alaska, and (b) may elect to compete with the Company and/or each other in the provision of Wireless Backhaul and Transport. In addition, ACS and GCI are competitors in lines of business other than the Company Services.

C. The Parties recognize that the ACS and GCI Members' participation in the Company creates the risk of an improper exchange of non-public information of ACS and GCI concerning subscriber or subscriber-group identifying information, the marketing, advertising, promotion, pricing, distribution, sale, billing, or after-sale support regarding Wireless products and services, Wireless Backhaul and Transport, and other businesses in which ACS and GCI are competitors that if released by one party to the other would allow the receiving party to gain a significant advantage in the marketplace (collectively, "Commercially Sensitive Information").

D. In order to ensure compliance with applicable antitrust laws and competition laws, the Parties have adopted these Policies to govern the handling of Commercially Sensitive Information. All references in these Policies to the Company, the ACS Member, and the GCI Member include their respective Affiliates (including ACS and GCI), and all of the officers, directors and/or managers, employees, and agents of those entities who either are either in a position of competitive decisionmaking for services as to which the ACS member and the GCI Member compete or, based on their job descriptions and work responsibilities, are reasonably likely to receive Commercially Sensitive Information (each, a "Covered Person").

2. **Company Procedures for Specific Information.** The following provisions apply to specified information, in addition to the requirements of Section 3:

A. **Restrictions on Collection of Wireline Information.** Notwithstanding any provision in the transaction documents that might be construed to the contrary, and except as provided in Sections 2.F and 2.G below, AWN shall not collect from either ACS or GCI, and neither ACS nor GCI will provide to AWN, any Commercially Sensitive Information pertaining to their respective wireline operations.

B. **Restrictions on Forward Looking Retail Wireless Information.** AWN shall only gather forward looking information ("FLI") pertaining to the proposed provision of retail wireless products and services by either GCI or ACS to the extent reasonably necessary to permit informed judgments pertaining to network deployment, network capacity, network capability, reasonable network management, equipment needs, wholesale plan development, monthly business forecasts, 1 to 4 year business plans and related determinations within the scope of the "Company Responsibilities" set forth in Section 3(b) of the FNUA.

FLI provided by one Member shall not be disclosed to the CEO of the other Member who sits on the AWN Board, absent consent of the representative of the Member providing the FLI and of the Company's Counsel after review of the FLI pursuant to the provisions of 4.E., herein. To the extent that information derived from FLI needs to be presented to the AWN Board, prior to the provision of such information to the Members of the AWN Board other than the AWN CEO, such information will be reviewed pursuant to Section 4.E., below. Notwithstanding the foregoing, AWN shall not collect from either GCI or ACS, and neither ACS nor GCI will provide to AWN, FLI with respect to either GCI's or ACS' wireless retail pricing or subscriber or subscriber-group identifying information.

**C. Restrictions on Subscribers Information.** To the extent that the Company reports to the Board (and thereby to the ACS and GCI Members) historical information involving subscribers, churn, and commonly used subscriber industry metrics, such information will be no more current than the last quarterly data publicly released by each Member, will not contain subscriber or subscriber-group identifying information, and will be no more geographically granular than by: 1) Anchorage, Fairbanks, and Juneau and 2) the rest of the State.

**D. Restrictions on Service Plans Information.** To the extent that the Company reports to the Board (and thereby to the ACS and GCI Members) historical information on the aggregate number of subscribers purchasing and utilizing each type of service plan offered by the Company, such reports will be no more current than the last quarterly data publicly released by each Member, will not contain subscriber or subscriber-group identifying information, and will be no more geographically granular than by: 1) Anchorage, Fairbanks, and Juneau and 2) the rest of the State.

**E. Restrictions on Information Regarding Connection Attrition Adjustments.** Any Commercially Sensitive Information provided to AWN by either ACS or GCI for purposes of calculating the Connection Attrition Adjustments contemplated by Section 9.4 of the Operating Agreement shall not be disclosed to the CEO of the other Member who sits on the AWN Board and shall not include subscriber or subscriber-group identifying information.

**F. Restrictions on Information Pertaining to Transport Purchased From Parents.** The Company will regularly report to the Board (and thereby to the ACS and GCI Members) information on the aggregate dollar value of transport and backhaul capacity purchased from each Member sufficient to permit the Members to monitor compliance with the proportionate purchase requirements set forth in Section 9.6 of the Operating Agreement. The Company will not report on pricing with respect to specific transport and backhaul purchases except as provided in the Additional Capacity Purchase Agreement. Transport and backhaul capacity pricing information procured by AWN will be handled only by persons that are AWN employees, contractors or persons either seconded to AWN pursuant to a formal secondment agreement or persons not involved in wireless or wireline retail competitive decision-making for either Member.

**G. Restrictions on Information Pertaining to Backhaul Transport Provided by AWN to Third Parties.** If AWN responds to an RFP issued by a third party for backhaul transmission services, any such bid will be handled only by persons that are AWN employees, contractors, persons either seconded to AWN pursuant to a formal secondment agreement or persons not involved in wireless or wireline retail competitive decision-making for either Member. AWN may disclose to the Members its bid if AWN is the winning bidder but will not disclose any other non-public competitively sensitive terms of such bids to employees of the GCI Member or the ACS Member with competitive decision-making responsibility for backhaul transmission services.

**H. Roaming Agreements.** The Company will regularly report to the Board (and thereby to the ACS and GCI Members) information on roaming agreements entered into with other wireless carriers, including the term, pricing, and reciprocal rates.

**I. Wireless Backhaul Agreements.** The Company will regularly report to the Board (and thereby to the ACS and GCI Members) information on requests received from other wireless carriers for wireless

backhaul facilities and the aggregate revenue received by the Company under all wireless backhaul agreements.

**3. Competitive Independence and Information Exchange:**

A. All Commercially Sensitive Information received by the Company will be held strictly confidential and will not be communicated or otherwise disclosed, directly or indirectly, to a Covered Person of the non-disclosing Parties, except in compliance with the procedures set forth in Section 2 above; provided, however, that Commercially Sensitive Information may be disclosed to employees of GCI or ACS who are seconded to the Company (including the CEO of the Company) pursuant to a written agreement. All such secondment agreements will contain provisions requiring such employees to comply with these Policies, to protect the confidentiality of Commercially Sensitive Information, and not to communicate such information to a Covered Person of the non-disclosing Parties, and that restrict such employee's use and disclosure of any Commercially Sensitive Information obtained while seconded to the Company upon the employee's post-secondment employment with GCI or ACS. All employees of GCI or ACS who are involved in designing, marketing, pricing, or selling the Company Services will do so pursuant to a secondment agreement.

B. The Parties recognize and acknowledge that employees of GCI or ACS who are not the subject of secondment agreements may in the course of their work become exposed to Commercially Sensitive Information, e.g., a GCI technician maintaining the Company's provisioning systems might see a subscriber count for ACS in a geographic area. All GCI or ACS employees who, based on their job descriptions and work responsibilities, are reasonably likely to receive Commercially Sensitive Information will receive periodic training with respect to these Policies and will certify annually that they are aware of these Policies and will not disclose any Commercially Sensitive Information to any other Covered Person of the non-disclosing Parties.

C. Unless otherwise approved by AWN Company Counsel or its legal counsel designee, to the extent that it is necessary or appropriate for the Company to provide to the Executive Board reports on the operations, finances, and plans of the Company, all such data will be provided in accordance with the procedures set forth in Section 2 above, i.e., in a manner that does not disclose Commercially Sensitive Information to Member personnel involved in competitive decisionmaking for services over which the ACS Member and GCI Member compete.

D. Each of the Parties will undertake to ensure that they do not, and their Covered Persons do not, utilize the Company to facilitate or effect the coordination of competitive decision-making with respect to competitive services between ACS and GCI, including retail wireless, retail wireline and backhaul transmission.

E. The Parties will take all reasonable and appropriate steps necessary to ensure compliance with these Policies.

F. Nothing in the Policies will limit the audit and access rights of ACS to the extent that third parties are used for such rights.

**4. Compliance.**

A. The person functioning as the chief legal counsel of the Company (the "Company Counsel") will be responsible for overseeing and enforcing compliance with these Policies. If such person was formerly employed by either ACS or GCI, the person shall be subject to a written secondment agreement containing the provisions specified in Paragraph 3.A above. If, at any time, the Company Counsel position is vacant, the Company Counsel's responsibilities will be performed by another Company seconded Company legal counsel, if any, or an outside counsel, in either case as designated by the CEO of the Company.

B. The Company Counsel will establish procedures and mechanisms for suspected violations of the Policies to be reported and to ensure there is no retaliation against any person who reports any such suspected violations.

C. A copy of these Policies shall be distributed to (i) all members of the executive board of the Company (the "Board"), (ii) all officers of the Company and all persons seconded to the Company pursuant to written secondment agreements, and (iii) the general counsels of ACS and GCI. Each recipient shall certify annually in writing that he or she has reviewed these Policies and will comply with them. The Company Counsel will be responsible for ensuring that these certifications are obtained and updated and that records of the certifications are maintained.

D. No less than one time each year, the Company Counsel shall review the Policies with the members of the Board.

E. The Company Counsel or his/her designee shall attend all meetings of the Board to ensure compliance with the antitrust laws, the terms of the parties' agreements and these Policies. In addition, the Company shall engage outside counsel with relevant expertise to attend all Board meetings, to review in advance all materials to be submitted to the Board at such Board meetings to ensure compliance with these Commercially Sensitive Information Policies and Procedures, and to ensure that relevant Board members and observers are excused from portions of Board meetings that involve the review or discussion of information that may not be shared with such member or observer under these Policies. Such outside counsel shall certify annually compliance with Section 4.E. The Company Counsel shall certify annually compliance with these Commercially Sensitive Information Policies and Procedures and shall report any breach of the requirements herein in writing to the FCC within five business days of becoming aware of such breach.